Appendix D

Model RD, RA, and Technical Assistance IAGs

Model for USACE Remedial Design IAG

	Unite	d States	Environmental Pr Washing	otection Agency Iton, DC 20460	EPA IAG Identification Num DW 96	ber		Funding Location by Region
⊕ EPA	*		2. Other Agency IAG ID Number (if known)			[As appropriate] 5. Program Office		
		Dank		endment	3. Type of Action			Abbreviation
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U.S. Environn		Protec	ction Agency	•	ATTN: Lucy Harris			
[Regional Add		_			12565 West Center R			
Telephone N	umbei	r]			Omaha, NE 68144-3	869 (402)	697-2422
11. Project Period					12. Budget Period [same	as proje	ect pe	eriod]
13. Scope of Work	(Attach	additions	il sheets, as need	led)	<u> </u>	······································		**************************************
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Model for USACE Remedial Design IAG (cont.)

Part II –	Approv	ed Budget		PA IA)W	G Ide	ntific	cation Number	
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X Disbursement Agreement X Repayment Request for repayment of actual costs must be itemized on SF 1081 or SF 1080 and submitted Financial Management Center, EPA, Cincinnati, OH 45268: X Monthly Quarterly Upon Completion of Work Only available for use by Federal Agencies on working capital fund or with appropriate justification need for this type of payment method. Unexpended funds at completion of work will be returned EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinn						ati, OH 45268: empletion of Work or with appropriate justification of lation of work will be returned to	of .	
Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, Transfer-Out EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington D.C. 20480.								
26. Funds-in Agreement Reimbursement Allocation Trans	_	Repayment Advance	an and an				and the second s	
Other Agency's IAG Identification	Number		EPA Program Offic	ce Alic	Wance	Hold	er/Responsibility Center Number	er.
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Model for USACE Remedial Design IAG (cont.)

	Part IV – Acceptance	Conditi	ons	EPAIAG Identification N	lumber			
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.								
28. Special Conditions	8. Special Conditions (Attach additional sheets if needed)							
(See Attachm	ent B)							
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original return IAG administr	eart to actions, the agreement/amendme ed to the Grants Administration Di ation office within 3 calendar week nt/amendment must be forwarded	ent must b vision for l as after rec	leadquartérs agreement eipt or within any extens	s or to the appropriate ion of time as may be	EPA Regional granted by EPA.			
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EPA IAG Admin	istration Office (for administrative assis	tance)	EPA Prograv	n Office (for technical as	sistance)			
29. Organization/Addres	38		30. Organization/Address		- Annual Street			
[EPA IAG Administ	ration Office)		[EPA Program Office]					
(Organization/Add	ress		[Organization/Address]					
Certification All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.								
	Decision Of	icial on Be	half of the Environmental	Protection Agency Prog	ram Office			
31. Signature	THE OTHER DESIGNATION AND ADMINISTRATION OF THE OTHER DESIGNATION OF TH	grammer where the	me and Title		D≘te			
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32. Signature			ime and Title		Date			
		Authorizir	g Official on Behalf of the	Other Agency				
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Model for USACE Remedial Design IAG (cont.)

Page 7 of 8

	Part IV – Acceptance Conditions (continued)	EPA IAG Identification Number
28. Spec	lal Conditions (continued)	And the second s
8.	Minority Business Utilization	. Fodomi saanse menedina aantenste
	In accordance with CERCLA, as amended (P.L. 99-499), Section 105(f), an grants or cooperative agreements utilizing Superfund monies shall consider the for participation in contracts. This includes, but is not limited to: contracts any subagreements.	he availablifity of minority contractors
	The USACE, as a recipient of Superfund monies under this IAG, must reparticipation and efforts taken to encourage (outreach endeavors) the utilize	zation of minority firms.
	Reports will be forwarded annually (by November 15th) to the Minority EPA-Region 3, Hazardous Waste Management Division (3HW43). Report 6005-3, "Superfund Minority Contractors Utilization Report", 6005-3A, "Super Report - Part 2".	s will be submitted on EPA Forms
9.	As a recipient of monies under this IAG, the USACE must ensure to the 8% of funds for prime or subcontracts and subgrants for services are made controlled by socially and economically disadvantaged individuals, women Black, Colleges and Universities.	available to businesses owned or
	The USACE must submit a report to EPA showing the actual amount an awarded to DBEs on Forms 6005-3 and 67005-3a, by December 15, of eacto:	d percentage of extramural funds th year. Reports should be submitted
	Mr. George Mori, Senior Program Officer Office of Small and Disadvantaged Business Utilization (A-149C) U.S. Environmental Protection Agency 401 M Street, S.W.	
	Washington, DC 20460	
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Attachment A • Scope of Work for Remedial Design IAG

Site

Name, City, State

Site/Spill Identifier

Purpose

The purpose of this agreement is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of a remedial design for remedial action at site name.

Background

Briefly summarize the site in one or two paragraphs to include:

- location of site
- brief history of operations, releases, response actions, etc.
- · quantity, types, and concentrations of hazardous substances
- extent of contamination
- · operable unit name and number, event name and number, and project name, if applicable

A Record of Decision (ROD) was signed by the name of AA-OSWER or Regional Administrator on date selecting description of remedy as the cost effective remedy for the site name.

Remedy

The remedy selected by EPA and the State of state name includes the following major components (list major components in bullet format):

Work Statement

The USACE will be responsible for:

- 1. Developing the technical statement of work and awarding and managing a contract to a private firm for the design of description of remedy. The design package will consist of plans and specifications along with include as necessary operations and maintenance (O&M) plan, quality assurance project plan (QAPP), site safety plan, etc.
- 2. Reviewing the design package in coordination with the EPA RPM at preliminary and prefinal design stages. Approval and acceptance of the final design, with comment from EPA.
- 3. Conducting value engineering screening to assess the need for a value engineering study. Conducting value engineering studies when indicated.
- 4. Preparing a Real Estate Planning Report to be submitted to the EPA Regional Office during the preliminary design phase of the project.
- 5. Providing other support to include permit assistance, community relations assistance, etc.
- 6. Reproducing design documents.
- 7. Conducting procurement activities for remedial actions up to the point of award.

Attachment B • Special Conditions for Remedial Design IAG

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. To help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g., vouchers, billing statements, evidences of payment, audit reports) as follows:

1. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets, government-owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of standard form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services copies of contracts, requests for proposals (RFPs), detailed evaluation
 of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of
 payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or
 equivalent.
- Supplies and Equipment EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

2. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under the IAG, the USACE certifies that: 1) any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE; or 2) explicit Congressional authority exists for charging other than incremental costs of performance.

Reporting Requirements

- 1. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:
 - Site name and IAG number
 - Summary of work performed
 - Estimate of the percentage of the project completed

- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown
- Summaries of all change orders and claims made on the contract during the reporting period
- Summaries of all contacts with representatives of the local community, public interest groups, or state government during the reporting period
- · Summaries of all problems or potential problems encountered during the reporting period
- Projected work for the next reporting period
- Attachment of a copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all USACE in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month
- The USACE will submit certified contractor invoices and/or a completed and signed SF 1080, Request for Reimbursement, to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
- 3. USACE will provide a final inventory of property, (before final contract payment) within one month of the end of the IAG performance period, describing the condition of each item (and requesting disposition instructions). USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back-up documentation. In some cases, these requests from EPA or DOJ may require the documentation to be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

Record Retention Requirements

The USACE (and its contractors) will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

Project Specific Conditions

- 1. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project or progress is discussed.
- 2. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- 3. The USACE Project Manager will brief the EPA RPM regularly on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.

RD/RA Handbook

- 4. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 Code of Federal Regulations (CFR) Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- EPA will provide indemnification of USACE contractors for extraordinary risk to the extent that CERCLA funds are available in accordance with Section 119 of CERCLA and EPA implementing guidance.
- 6. The USACE will furnish to the EPA RPM a copy of the Quality Assurance Management Plan.
- 7. The USACE will have final authority, with EPA comment, for approving QAPjPs, Sampling Analysis Plans (SAPs), which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).

Audits

- Superfund cost documentation information must be available for audit or verification upon request
 of authorized auditing agencies.
- 2. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

Other EPA involvement

- Payment to USACE contractors is contingent upon receipt of a USACE certified payment request.
 Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified
 reimbursement for request (SF 1080). Final project payments for specific contracts and in-house
 cost shall be reviewed and approved by the EPA Regional program office.
- 2. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition instructions upon termination of the IAG. EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.

Model for USACE Remedial Action IAG

United States	Environmental Pro Washingt	tection Agency on, DC 20460	EPA IAG Identification Numl DW 96	797		Funding Location by Region	
⊕EPA Inter	agency Agreement/		2. Other Agency IAG ID Number (if known)				
	Amo	endment	3. Type of Action	·······		 Program Office Abbreviation 	
Part	1 – General I	nformation	New Agreement			[As appropriate]	
6. Name and Address of EPA Organi	zation		7. Name and Address of Othe	r Agency	***************************************		
[Regional Address]			U.S. Army Corps of E	nginee	rs (U	SACE)	
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			Omaha, Nebraska 6				
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8. Project Title	**************************************			·	******	······································	
Design of Superfund Rem	edial Action	at [site name,	city, and state]				
9. EPA Project Officer (Name, Addre	ss, Telephone Nur	mber)	10. Other Agency Project Offic	er (Name	, Addre	ss, Telephone Number)	
[Regional Project Officer]			U.S. Army Engineer, 1	Missour	i Riv	er Division	
U.S. Environmental Protect	tion Agency		ATTN: Lucy Harris				
[Regional Address]			12565 West Center R	oad			
[Telephone Number]			Omaha, NE 68144-3	869 (402)	697-2422	
11. Project Period			12. Budget Period (same a	as proje	ect pe	eriod	
13. Scope of Work (Attach additions	sheets as need	wd)	And the second s		n ten i erstad dessé	X-0	
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Contracts financed under	the Direct Fur	nd Cite Proced	ure will cite the followi	ng acco	untir	g classification:	
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14. Statutory Authority for Both Tran					*************	15. Other Agency Type	
CERCLA as amended (42			utive Order 12580 and	d Econo	omy	Federal	
Act of 1932 as amended	<u>(31 USC 153</u>	5)					
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Model for USACE Remedial Action IAG (cont.)

Part II – Approved Budget		G Identification Number				
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	A	handrath and Total Physics				
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date				
(a) Personnel	\$	\$				
(b) Fringe Benefits						
(c) Travel						
(d) Equipment	A STATE OF THE STA					
(e) Supplies						
(f) Procurement/Assistance (g) USACE Division Costs						
(h) Other						
(i) Total Direct Charges						
(j) Indirect Cost: Rate: %						
(k) Total (EPA Share 100%) (Other Agency Share 0%)	\$	\$				
23. Is equipment authorized to be furnished by EPA or leased, purchased (Identify all equipment costing \$1,000 or mo		ls? X Yes No				
USACE equipment needs are unknown at this time. USACE shall report equipmen with paragraph 3 of Attachment B - Special Provisions.	•					
24. Are any of these funds being used on extramural agreements? (See i	tern 22f) X	Yes N				
Type of Extramural Agreement Grant Cooperative	e Agreement X	Procurement (Includes Small Purchase Order)				
Contractor/Recipierit Name (If known) Total Extramural Amount	nt Under This Project	Percent Funded by EPA (if known)				
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Part III - Funding Meti	nods and Billing I	1structions				
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X Funds-Out Agreement (Note: EPA Age	ncy Location Code (AL	.C) - 69010727)				
X Disbursement Agreement						
		ed on SF 1081 or SF 1080 and submitted to the PA, Cincinnati, OH 45268:				
X Monthly	Quarterly	Upon Completion of Work				
Advance need for this type of payment	method. Unexpended for	capital fund or with appropriate justification of inds at completion of work will be returned to nancial Management Center, EPA, Cincinnati,				
Used to transfer obligational authority or transfer of function between Federal agencies. Must receive Allocation prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, Transfer-Out EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington D.C. 20460.						
26. Funds-in Agreement Reimbursement Agreement Advance Allocation Transfer-in						
Other Agency's IAG Identification Number	EPA Program Office Allowance Holder/Responsibility Center Number 72E					
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EPA Form 1610-1 (Rev. 10-88)

Model for USACE Remedial Action IAG (cont.)

Part IV – Accepta	nce Condit	ions	EPA IAG Identification I	Numb e r					
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.									
28. Special Conditions (Attach additional sheets if ne	8. Special Conditions (Attach additional sheets if needed)								
(See Attachment B)									
	Part V - Offe	r and Acceptance	teritori telescoto e el terre esperjarante esperjarante e esperjarante e esperjarante e el terre e el terre e						
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 For Funds-in actions, the other agency w appropriate EPA program office for signal EPA IAG administration office for accepta other agency after acceptance. 	ture. The agree	ments/amendments will th	ten be forwarded to th	e appropriate					
EPA IAG Administration Office (for administrative	e assistance)	EPA Program	Office (for technical as	istance)					
29. Organization/Address		30. Organization/Address							
[EPA IAC Administration Office]		[EPA Program Office]							
(Organization/Address)		[Organization/Address]							
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Certification All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.									
Decisi	ion Official on Be	haif of the Environmental P	rotection Agency Prog	ram Office					
31. Signature									
	Action Official on Behalf of the Environmental Protection Agency								
32. Signature		ime and Title	Andrew Control of the	Date					
	Authorizir	g Official on Behalf of the	Other Agency						
33. Signature	Typed Na	me and Title		Date					
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Model for USACE Remedial Action IAG (cont.)

	Part IV – Acceptance Conditions (continued)	EPA IAG Identification Number
28. Speci	al Conditions (continued)	
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8.	Minority Business Utilization In accordance with CERCLA, as amended (P.L. 99-499), Section 105(f),	any Federal agency awarding contracts.
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	The USACE, as a recipient of Superfund monies under this IAG, must participation and efforts taken to encourage (outreach endeavors) the utilities and efforts taken to encourage (outreach endeavors) the utilities are considered to the contract of the con	
	Reports will be forwarded annually (by November 15th) to the Minor EPA-Region 3, Hazardous Waste Management Division (3HW43). Repo 6005-3, "Superfund Minority Contractors Utilization Report", 6005-3A, "Superort - Part 2".	orts will be submitted on EPA Forms
9.	As a recipient of monies under this IAG, the USACE must ensure to t 8% of funds for prime or subcontracts and subgrants for services are ma- controlled by socially and economically disadvantaged individuals, wom Black, Colleges and Universities.	de available to businesses owned or
	The USACE must submit a report to EPA showing the actual amount awarded to DBEs on Forms 6005-3 and 67005-3a, by December 15, of etc:	and percentage of extramural funds ach year. Reports should be submitted
	Mr. George Mori, Senior Program Officer Office of Small and Disadvantaged Business Utilization (A-149C) U.S. Environmental Protection Agency 401 M Street, S.W.	
	Washington, DC 20460	
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1		

Attachment A • Scope of Work for Remedial Action IAG

Site

Name, City, State

Site/Spill Identifier

Purpose

The purpose of this agreement is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of a remedial action at site name.

Background

Briefly summarize the site in one or two paragraphs to include:

- location of site
- brief history of operations, releases, response actions, etc.
- quantity, types, and concentrations of hazardous substances
- extent of contamination
- operable unit name and number, event name and number, and project name, if applicable

A Record of Decision (ROD) was signed by the NAME OF AA-OSWER or Regional Administrator on date selecting description of remedy as the cost effective remedy for the site name. The remedial design (RD) for the remedy was performed by the USACE or other party. A Superfund State Contract was signed by the State of state name on date providing assurances, including cost share for the remedial action (RA), required by CERCLA Section 104(c).

Remedy

The remedy selected by EPA and the State of state name includes the following major components (list major components in bullet formal):

Work Statement

The USACE will be responsible for:

- 1. Managing the contract for the RA including procurement activities for any subsequent modifications and revisions to the original RA contract award.
- Providing oversight and monitoring of construction in coordination with the EPA RPM to ensure compliance with all contract requirements.
- Conducting final inspection and certification of completed remedial action in coordination with the EPA RPM.
- 4. Assessing submitted Value Engineering Construction Proposals (VECPs) in accordance with the Value Engineering clause in the Federal Acquisition Regulation 52.248-1. USACE shall consult with EPA on any VECP that may affect the site remedy before making any change.

Attachment B • Special Conditions for Remedial Action IAG

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover form responsible parties all government costs incurred during a response action. To assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows.

1. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government-owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of standard form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment.
 Proof of payment is satisfied by providing a copy of SF 1166 or equivalent.
- Supplies and Equipment EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

2. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies that: 1) any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE; or 2) explicit Congressional authority exists for charging other than incremental costs of performance.

Reporting Requirements

- 1. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:
 - Site name and IAG number
 - Summary of work performed
 - Estimate of the percentage of the project completed
 - Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown
 - Summaries of all change orders and claims made on the contract during the reporting period

- Summaries of all contacts with representatives of the local community, public interest groups, or state government during the reporting period
- · Summaries of all problems or potential problems encountered during the reporting period
- Projected work for the next reporting period
- Attachment of a copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all USACE in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month
- The USACE will submit certified contractor invoices and/or a completed and signed SF 1080, request for reimbursement, to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
- 3. USACE will provide a final inventory of property, (before final contract payment) within one month of the end of the IAG performance period, describing the condition of each item (and requesting disposition instructions). USACE will require all contractors to provide a final inventory before their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory or all property acquired by or furnished to USACE with EPA funds.

Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require this documentation to be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

Project Specific Conditions

- 1. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project or progress is discussed.
- 2. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- 3. The USACE will have final authority for RA bids, shop drawings and contract modifications (within [the 15%] contingency fund limitations).
- 4. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.
- 5. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 Code of Federal Regulations (CFR) Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- 6. EPA will provide indemnification of USACE contractors for extraordinary risk to the extent that CERCLA funds are available in accordance with Section 119 of CERCLA and EPA implementing guidance.

RD/RA Handbook

- The USACE will furnish to the EPA RPM for their information a copy of the Quality Assurance Management Plan.
- 8. The USACE will have final authority, with EPA comment, for approving Quality Assurance Project Plans (QAPjPs), Sampling Analysis Plans (SAPs) which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).

Audits

- 1. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- 2. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

Other EPA Involvement

- Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement for request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition instructions upon termination of the IAG. EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.

Decision Memorandum Regional Superfund Interagency Agreement for Technical Assistance

SUBJECT: Superfund Interagency Agreement with the U.S. Army Corps of

Engineers (USACE)

TO: Regional Administrator, Region

FROM:

I recommend that you, as the EPA Action Official, approve and sign the attached Interagency Agreement (IAG). Under the IAG, the USACE will provide EPA with technical assistance during EPA lead phases of remedial response activities.

The USACE will provide specialized support services to EPA. It may also utilize extramural agreements to carry out the Scope of Work.

The IAG's project (site) activities and provisions are in compliance with the following statutory and EPA policy requirements:

- 1) Statutory Economy Act of 1932, as amended (31 USC 1535)
 - CERCLA, as amended (42 USCA 9601 et seq.)
- 2) Policy Exec
- Executive Order 12580
 - EPA IAG Policy and Procedures Compendium
 - Chapter 51. "Managing IAGs". EPA Assistance Administration Manual
 - SCAP
 - Memorandum of Understanding

NOTE: If an "increase-in-funds" amendment, add:

The increase in funds will cover costs for additional sites and activities related to the original Scope of Work under the IAG. These activities are necessary to maintain the progress towards the successful completion of the SCAP.

Model for USACE Technical Assistance

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⊕ EPA		Interagency Ag		2. Other Agency IAG ID I	Number (if known)	[As appropriate] 5. Program Office
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[Regional Pro				U.S. Army Engine	er, Miss	souri Riv	er Division
		Protection Agency	/	ATTN: Lucy Harr	is		
Regional Ad				12565 West Cent	er Road		
Telephone N	lumbe	er]		Omaha, NE 6814	44-3869	9 (402)	697-2422
11. Project Period				12. Budget Period [5al	me as p	roject p	eriod]
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EPA Form 1610-1 (Rev. 10-88) Previous editions are obsolete.

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Model for Technical Assistance (cont.)

Part II – Approved Budge	t	EPA IA DW	G Identifi	cation Number
22. Budget Categories	Itemiza This	tion of Action		Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$	TODO!	\$	Collination Cost to Date
(b) Fringe Benefits		7	**************************************	
(c) Travel			1	
(d) Equipment				
(e) Supplies		***********		
(f) Procurement/Assistance		*************************************	1	
(g) USACE Division Costs				
(h) Other			<u> </u>	***************************************
(i) Total Direct Charges		***************************************	1	
(j) Indirect Cost: Rate: % Base \$			1	
(k) Total (EPA Share 100%) (Other Agency Share 0%)	\$		\$	and the second s
23. Is equipment authorized to be turnished by EPA or leased, purcha (Identify all equipment costing \$1,000 or See Special Conditions, Item 28 regarding documentation and disposition	ased, or rented with r more)	EPA fund	s? X	Yes No
24. Are any of these funds being used on extramural agreements? (S	ee item 22f)	X	Yes [] No
Type of Extramural Agreement Grant Cooper	ative Agreement	х	Procurem	ent (Includes Small Purchase Order
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EPA Form 1610-1 (Rev. 10-88)

Model for Technical Assistance (cont.)

27. General Conditions The other agreyry covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement. 28. Special Conditions (Aftech additional sheets if needed!) (See Attachment A) Part V - Offer and Acceptance Note: 1)For Funds-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after recognity or within any extression of times are may be granted by EPA. The agreement framendment must be forwarded to the address cited in Item 29 after acceptance signature. Receipt of written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official dotermines to melitarily after the agreement/amendment. shall not the agreement/amendment. 2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments on the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA incomments after a comment and in the property of the comments and the agreements/amendments and the appropriate EPA incomments office for signature. The agreements/amendments will then be invarided to the appropriate EPA incomments and the agreements/amendments and the appropriate EPA incomments office for signature. The agreements amendments will then be invarided to the appropriate EPA incomments office for signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance. EPA IAG administration office for administrative assistance) EPA Program Office (for sichnical assistance) Certification All signe		Part IV – Acceptance C	onditi	ons	EPA IAG Identification N	lumber
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EPA Form 1610-1 (Rev. 10-88)

Attachment A · Special Conditions for Technical Assistance

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (Draft August 1988).

1. Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help ensure oversight and successful recovery of CERCLA funds, both the USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in site file(s) documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills, (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 or equivalent.
- Supplies and Equipment EPA authorization to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- · Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to site(s) will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other incremental costs of performance.

2. Reporting Requirements

- a. The USACE will provide monthly progress reports to the Regional Project Officer and the Chief of the Design and Construction Management Branch (OS-220), EPA, Washington, DC, 20460, containing:
 - Site name and IAG number
 - Summary of work performed
 - Estimate of the percentage of project completed
 - Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown
 - Summaries of all problems or potential problems encountered during the reporting period
 - Projected work for the next reporting period
- b. The USACE will provide the EPA Financial Management Center, Cincinnati, with a completed and signed SF1080 (request for reimbursement) monthly containing, as appropriate: USACE costs by budget category identified by the site, site-specific account number, and IAG number.
- c. USACE will provide a final inventory of property, within 30 days of project completion, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA and DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Record Retention Requirements

The USACE and its contractors will retain the documents described in these "Special Conditions" for a minimum of six years after submission of a final SF1080 for a site or sites, after which the USACE and its contractors must obtain written permission from the appropriate regional award official before disposing of any of the records.

5. Audits

a. Certain agencies are required by CERCLA, as amended, to perform annual audits of transactions involving the Superfund. The USACE may also be required to perform annual audits. Cost documentation information must be available for audit or verification upon request of the DOD Inspector General.

b. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit and EPA will be credited with those costs.

6. Other EPA Involvement

- a. EPA's substantial involvement in this IAG will include reimbursement to the USACE contingent upon:
 - Receipt and approval by the EPA regional program office of the monthly progress reports and any other technical reports described in the Scope of Work.
 - Acceptance and approval of requests for reimbursement (SF1080) by the authorized representatives of the EPA regional program office and the EPA regional IAG administration office (optional).
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposal instructions upon termination of the IAG and receive fairmarket value for any property disposed of or used for non-Superfund activities.